

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Jingle Punks Music LLC</td> <td></td> <td>12/11/2012</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Jingle Punks Music LLC		12/11/2012	LIMITED LIABILITY COMPANY: DELAWARE																
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PROPERTY NUMBERS Total: 7																											
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CORRESPONDENCE DATA																											
Fax Number:	6175236850																										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																											
Phone:	617-523-2700																										
Email:	leonie.shapiro@hklaw.com																										

OP \$190.00 85526197

Correspondent Name: Holland & Knight  
Address Line 1: 10 St. James Avenue  
Address Line 2: 11th Floor  
Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	117855.00002
NAME OF SUBMITTER:	Leonie Shapiro
Signature:	/Leonie Shapiro/
Date:	01/09/2013

**Total Attachments: 4**

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- source=117855.00002 Trademark Assignment Agreement - EXECUTED#page4.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") dated as of December 11, 2012 (the "Effective Date"), is made by and between JINGLE PUNKS MUSIC LLC, a Delaware limited liability company ("Assignor"), and JPM MUSIC, LLC, a Delaware limited liability company ("Assignee").

### WITNESSETH:

WHEREAS, Assignor and Assignee entered into a certain Transaction Agreement, dated as of December 11, 2012 (the "Transaction Agreement") with certain other persons party thereto; and

WHEREAS, pursuant to the Transaction Agreement, Assignee shall purchase and accept and Assignor shall transfer and assign to Assignee all of Assignor's right, title and interest in, to and under certain trademarks, and any registrations thereof or applications therefor, as listed on Schedule A hereto and including all goodwill associated therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Transaction Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder.

Section 1.2 Acknowledgement. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the parties, Assignee shall be the exclusive owner of the Trademarks.

Section 1.3 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant state and national trademark offices.

Section 1.4 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THE TRANSACTION AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

Section 1.5 General Provisions. This Assignment and the Transaction Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Transaction Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Transaction Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Transaction Agreement, the terms of the Transaction Agreement shall control. This Assignment shall not be interpreted to broaden the scope of Assignee's rights with respect to the Trademarks beyond those rights provided in the Transaction Agreement. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Section 1.6 Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of Delaware for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.


Section 1.7 Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.


**ASSIGNOR:**

JINGLE PUNKS MUSIC LLC

By:   
Name: Dan Demole  
Title: Chief Operating Officer

**ASSIGNEE:**

JPM MUSIC, LLC

By:   
Name: Dan Demole  
Title: President

**Schedule A**

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
IT'S YOUR MUSIC. OWN IT.	Canada	1562560 January 27, 2012	
IT'S YOUR MUSIC. OWN IT.	USA	85526197 January 26, 2012	
JINGLE PUNKS	Canada	1561370 January 19, 2012	
JINGLE PUNKS	EU	010568079 January 17, 2012	010568079 May 24, 2012
JINGLE PUNKS	USA	77863557 November 3, 2009	3810159 June 29, 2010
JINGLE PUNKS plus Design	Canada	1561369 January 12, 2012	
JINGLE PUNKS plus Design	EU	010568095 January 17, 2012	010568095 May 24, 2012
JINGLE PUNKS plus Design	USA	77863611 November 3, 2009	3810162 June 29, 2010
POWERED BY JINGLE PUNKS	USA	85393035 August 9, 2011	
THE HIPSTER ORCHESTRA	USA	85573122 March 19, 2012	
THE JINGLE PLAYER	Canada	1561368 January 19, 2012	
THE JINGLE PLAYER	EU	010601375 January 30, 2012	010601375 May 30, 2012
THE JINGLE PLAYER	USA	85393020 August 9, 2011	4127145 April 10, 2012
THE JINGLE PUNKS HIPSTER ORCHESTRA	USA	85573108 March 19, 2012	

[Schedule A to Trademark Assignment]